

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Atwood Mobile Products LLC		08/27/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		
<b>Street Address:</b>	222 North LaSalle Street		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2907630		
Registration Number:	2842216	PRO TOW'D	
Registration Number:	2842214	PRO TOW'D	
Registration Number:	2832644	BRINGING ALL THE COMFORTS OF HOME TO THE GREAT OUTDOORS	
Registration Number:	2397577		
Registration Number:	2351548	EXCALIBUR	
Registration Number:	1997527	PROTECTOR	
Registration Number:	1739672		
Registration Number:	1702479	PRO-TOW	
Registration Number:	1662376	WEDGEWOOD	
Registration Number:	1443019	ATWOODAIR	
Registration Number:	1366565	A	
Registration Number:	1323099	ATWOOD	

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**TRADEMARK**  
**REEL: 003610 FRAME: 0436**

Registration Number:	1027869	ATWOOD
Registration Number:	1024171	A
Registration Number:	1024172	ATWOOD
Registration Number:	848652	HYDRO FLAME
Registration Number:	832205	A
Registration Number:	774436	A
Registration Number:	737911	HYDRO FLAME
Registration Number:	2843565	LEVELEGS
Registration Number:	2535804	WEDGEWOOD VISION
Registration Number:	2864343	HOT

# CORRESPONDENCE DATA

Fax Number: (312)577-4782

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312.577.8525

Email: terese.scholl@kattenlaw.com

Correspondent Name: KATTEN MUCHIN ROSENMAN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	Terese Scholl
Signature:	/Terese Scholl/
Date:	08/28/2007

# Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") is made as of this 27<sup>th</sup> day of August, 2007 by **ATWOOD MOBILE PRODUCTS LLC**, a Delaware limited liability company ("**Grantor**"), in favor of **MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent (in such capacity, "**Grantee**") for the Lenders party to the Credit Agreement (defined below).

### W I T N E S S E T H

WHEREAS, Grantor, Grantee and the Lenders from time to time party thereto are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**") providing for certain extensions of credit and other financial accommodations to be made to Grantor by the Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of Grantee and Lenders, a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**ATWOOD MOBILE PRODUCTS LLC**, a  
Delaware limited liability company

By: 

Name: **Ted W. Beneski**

Title: **Chairman of the Board**

By: 

Name: **Conner Searcy**

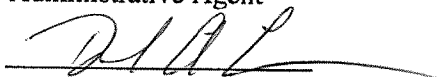
Title: **Vice President - Strategy**

Trademark Security Agreement

**TRADEMARK**  
**REEL: 003610 FRAME: 0440**

Agreed and Accepted  
As of the Date First Written Above:

**MERRILL LYNCH CAPITAL**, a division  
of Merrill Lynch Business Financial Services  
Inc., as Administrative Agent

By:   
Name: David A. Coleman  
Title: Vice President

Trademark Security Agreement

**TRADEMARK**  
**REEL: 003610 FRAME: 0441**

# SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

## Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u> <u>Filing Date</u>	<u>Registration No.</u> <u>Registration Date</u>
Hong Kong	ATWOOD & Design		19915990 02/05/1999
USA	COUPLER Design	76/486,920 1/28/2003	2,907,630 12/7/2004
USA	PRO TOW'D	76/381,910 3/13/2002	2,842,216 5/18/2004
USA	PRO TOW'D Design	76/381,701 3/13/2002	2,842,214 5/18/2004
USA	BRINGING ALL THE COMFORTS OF HOME TO THE GREAT OUTDOORS	76/376,385 2/28/2002	2,832,644 4/13/2004
USA	KNIGHT Design	75/774,456 8/12/1999	2,397,577 10/24/2000
USA	EXCALIBUR	75/633,013 2/3/1999	2,351,548 5/23/2000
USA	PROTECTOR	74/581,449 10/3/1994	1,997,527 8/27/1996
USA	COUPLER Design	74/107,959 10/22/1990	1,739,672 12/15/1992
USA	PRO-TOW Design	74/074,274 6/29/1990	1,702,479 7/21/1992
USA	WEDGEWOOD Design	73/783,325 2/27/1989	1,662,376 10/29/1991
USA	ATWOODAIR Design	73/628,063 11/3/1986	1,443,019 6/16/1987
USA	A Design	73/485,022 6/14/1984	1,366,565 10/22/1985
USA	ATWOOD	73/485,027 6/14/1984	1,323,099 3/5/1985
USA	ATWOOD	73/050,918 4/30/1975	1,027,869 12/23/1975
USA	A Design	73/037,188 11/15/1974	1,024,171 11/4/1975
USA	ATWOOD	73/037,189 11/15/1974	1,024,172 11/4/1975
USA	HYDRO FLAME	72/261,844 1/3/1967	848,652 5/7/1968
USA	A Design	72/228,112 9/20/1965	832,205 7/18/1967
USA	A Design	72/179,990 10/29/1963	774,436 8/4/1964
USA	HYDRO FLAME	72/126,403 8/21/1961	737,911 9/18/1962
USA	LEVELEGS	76/376,398 2/28/2002	2,843,565 5/18/2004
USA	WEDGEWOOD VISION	76/051,428 5/18/2000	2,535,804 2/5/2002
USA	HOT Design	76/488,714 2/10/2003	2,864,343 7/20/2004